

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Optic Internet Protocol, Inc. for a  
Certificate of Public Convenience and Necessity to  
Provide Resold Intrastate Interexchange  
Telecommunications Services and for Alternative  
Regulation of its Interexchange Offerings

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET  
NUMBER: 2009 - - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

SC Bar Number: 11208

Telephone: 803-343-1270

Fax: 803-799-8479

Address: Ellis, Lawhorne & Sims, PA

Other:

PO Box 2285

Columbia SC 29202

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form

# ELLIS:LAWHORNE

John J. Pringle, Jr.  
Direct dial: 803/343-1270  
[jpringle@ellislawhorne.com](mailto:jpringle@ellislawhorne.com)

November 17, 2009

## **FILED ELECTRONICALLY**

The Honorable Charles L.A. Terreni  
Chief Clerk  
**South Carolina Public Service Commission**  
Post Office Drawer 11649  
Columbia, South Carolina 29211

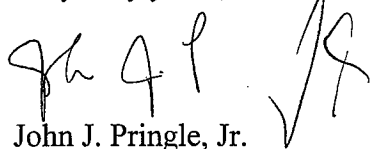
RE: Application of Optic Internet Protocol, Inc. for a Certificate of  
Public Convenience and Necessity to Provide Resold Intrastate  
Interexchange Telecommunications Services and for Alternative  
Regulation of its Interexchange Offerings  
**Docket No. 2009-\_\_\_\_-C, Our File No. 2115-11678**

Dear Mr. Terreni:

Enclosed is the **Application** filed on behalf of Optic Internet Protocol, Inc. in the  
above-referenced matter.

If you have any questions or need additional information, please do not hesitate to  
contact me.

Very truly yours,



John J. Pringle, Jr.

JJP/cr

cc: Office of Regulatory Staff Legal Department (via electronic mail service)  
Thomas K. Crowe, Esquire (via electronic mail service)

Enclosures

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

APPLICATION OF OPTIC INTERNET PROTOCOL, )  
INC. FOR A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO PROVIDE )  
RESOLD INTRASTATE INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES AND FOR )  
ALTERNATIVE REGULATION OF ITS )  
INTEREXCHANGE SERVICE OFFERINGS )

DOCKET NO. \_\_\_\_\_

Optic Internet Protocol, Inc. ("Optic" or "Applicant"), pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Resold Intrastate Interexchange Telecommunications Services within the State of South Carolina. In addition, the Applicant also requests that the Commission regulate its intrastate interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

Optic proposes to provide 24-hour intrastate interexchange telecommunications services on a statewide basis to its customers. Optic's initial intrastate services will consist of resold long distance services. Applicant may subsequently offer additional services consistent with its business interests and customer demand. Applicant is a reseller and does not own or operate any switching, transmission, or other physical facilities.

The entry of Optic into the telecommunications services market in South Carolina will enhance competition in the interexchange telecommunications service market within the State of South Carolina and is in the public interest. By promoting competition, Optic will bring significant benefits to South Carolina telecommunications users. Optic anticipates that its proposed services will provide its subscribers with lower-priced and better quality services and will increase consumer choice through innovative, diversified and reliable service offerings. All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

In support of this Application, Applicant respectfully states as follows:

**1. The name and address of the Applicant are:**

Optic Internet Protocol, Inc.  
900 Arnold Mill Road  
Roswell, GA 30075  
Telephone: (770) 777-6770  
Facsimile: (770) 777-6276  
Toll Free: (866) 925-1048

**2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:**

John J. Pringle, Jr., Esq.  
Ellis, Lawhorne & Sims, P.A.  
Post Office Box 2285  
Columbia, South Carolina 29202  
Telephone: (803) 254-4190  
Facsimile: (803) 799-8479  
E-mail: jpringle@ellislawhorne.com

With copy to:

Thomas K. Crowe, Esq.  
Law Offices of Thomas K. Crowe, P.C.  
1250 24<sup>th</sup> Street, N.W., Suite 300  
Washington, D.C. 20037  
Telephone: (202) 263-3640  
Facsimile: (202) 263-3641  
E-mail: firm@tkcrowe.com

**3. Contact person regarding ongoing operations of the Company is:**

Gregory Allpow  
Optic Internet Protocol, Inc.  
900 Arnold Mill Road  
Roswell, GA 30075  
Telephone: (770) 777-6770  
Facsimile: (770) 777-6276  
Toll Free: (866) 925-1048

**4. Description of Applicant**

Applicant is a private corporation that was incorporated in the state of Delaware on February 19, 2008. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as Exhibit A.

**5. Officers and Directors and Legal Counsel**

See Exhibit B

**6. Customer Service**

Applicant understands the importance of effective customer service for long distance service consumers. Applicant has made arrangements for its customers to call the Company at its toll-free customer service number, 866-925-1048. In addition, customers may contact the Company in writing at the headquarters address. The toll-free number will be printed on the customers' monthly billing statements.

**7. Financial Ability**

Applicant has sufficient financial resources to operate in South Carolina. In support of the Company's financial ability to provide the proposed services, the Applicant offers its financial statements in Exhibit C.

**8. Managerial and Technical Ability**

Exhibit D contains a brief overview of the managerial experience of Applicant. The Company has the managerial experience in the telecommunications industry that will allow it to be a successful interexchange telecommunications provider.

**9. Proposed Service Territory**

Applicant proposes to offer resold intrastate interexchange telecommunications service throughout the State of South Carolina. Exhibit E contains the proposed interexchange tariff of Applicant

**10. Public Interest and Need**

Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. Optic anticipates that its proposed services will provide its subscribers with lower-priced and better quality services and will increase consumer choice through innovative, diversified and reliable service offerings.

The granting of Applicant's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of service by Applicant will not adversely impact the public interest.

Applicant's entry into the market will not disadvantage any telephone service providers. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. Therefore, the approval of Applicant's application is clearly in the public interest.

#### **11. Waivers and Regulatory Compliance**

Applicant requests that the Commission grant it a waiver of the following regulatory requirements, which are inapplicable to the Applicant as a competitive service provider. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the market.

- A. Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Roswell, GA. In the event that the Commission or the Office of Regulatory Staff ("ORS") finds it necessary to review Applicant's books, this information will be provided upon request to the Commission or the ORS, or Applicant will bear the expense of travel for the Commission or ORS staff to examine the books and records located outside of South Carolina.

- C. Applicant finally requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the state's resale market.

## **12. Alternative Regulation of Business Service Offerings**

The Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:

- a) removal of maximum rate tariff requirements for its business services, consumer card, operator service<sup>1</sup>, and future private line, and customer network-type offerings;
- b) that tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission; and
- c) any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the Applicant also..

This Application demonstrates that Applicant has the technical, financial and managerial resources to provide resold long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of Applicant will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange marketplace. Competition in the

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<sup>1</sup> Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Operator surcharges and per-minute rates for this type of call were capped by Order No. 2001-997 dated November 8, 2001.

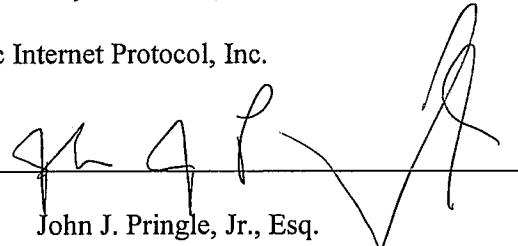
telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Applicant respectfully petitions this Commission for authority to operate as a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

Respectfully Submitted,

Optic Internet Protocol, Inc.

By

A handwritten signature in black ink, appearing to read 'John J. Pringle, Jr.', is written over a horizontal line.

John J. Pringle, Jr., Esq.  
Ellis, Lawhorne & Sims, P.A.  
Post Office Box 2285  
Columbia, South Carolina 29202

Attorney for Applicant

Thomas K. Crowe, Esq.  
Law Offices of Thomas K. Crowe, P.C.  
1250 24th Street, N.W., Suite 300  
Washington, D.C. 20037

Of Counsel

Columbia, South Carolina  
November 17, 2009



**Optic Internet Protocol Inc.**

**SCHEDULE OF EXHIBITS**

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumé of Key Employees
Exhibit E	Proposed Interexchange Tariff ( <i>LXC</i> )

**Optic Internet Protocol, Inc.**

**EXHIBIT A**

South Carolina Certificate of Authority

Articles of Incorporation

Delivered 04:57 PM 05/23/2007  
FILED 03:50 PM 05/23/2007  
SRV 070609391 - 4357742 FILE

# CERTIFICATE OF INCORPORATION

FIRST: The name of this corporation shall be: OPTIC INTERNET PROTOCOL, INC.

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware, 19808. The name of its registered agent at such address is The Company Corporation.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock, which this corporation is authorized to issue, is One Thousand (1,000) shares of common stock with a par value of \$1.00

FIFTH: The name and address of the incorporator is as follows:

The Company Corporation  
2711 Centerville Road  
Suite 400  
Wilmington, Delaware 19808

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

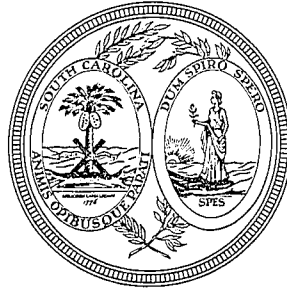
SEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed signed and acknowledged this certificate of incorporation this 23rd day of May, 2007.

The Company Corporation, Incorporator

By: : /s/ Sparkle Harding  
Sparkle Harding  
Assistant Secretary

# *The State of South Carolina*



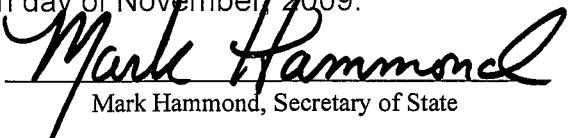
*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

OPTIC INTERNET PROTOCOL, INC.,  
a corporation duly organized under the laws of the state of **DELAWARE** and issued a certificate of authority to transact business in South Carolina on **September 28th, 2009**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
16th day of November, 2009.

  
Mark Hammond, Secretary of State

**Optic Internet Protocol, Inc.**

**EXHIBIT B**

Officers, Directors and Legal Counsel

**Optic Internet Protocol, Inc.**

**Officers and Directors and Legal Counsel**

Officers and Directors

**Gregory Allpow, President**

Optic Internet Protocol, Inc.  
900 Arnold Mill Road  
Roswell, GA 30075  
Telephone: (770) 777-6770  
Facsimile: (770) 777-6276  
Toll Free: (866) 925-1048  
E-mail: gregoryallpow@hotmail.com

Legal Counsel

**John J. Pringle, Jr., Esq.**

Ellis, Lawhorne & Sims, P.A.  
Post Office Box 2285  
Columbia, South Carolina 29202  
Telephone: (803) 254-4190  
Facsimile: (803) 779-4749  
E-mail: jpringle@ellislawhorne.com

**Thomas K. Crowe, Esq.**

Law Offices of Thomas K. Crowe, P.C.  
1250 24<sup>th</sup> Street, N.W.  
Suite 300  
Washington, DC 20037  
Telephone: (202) 263-3640  
Facsimile: (202) 263-3641  
E-mail: firm@tkcrowe.com

**Optic Internet Protocol, Inc.**

**EXHIBIT C**

Financial Statements

3:19 PM

09/16/09

Accrual Basis

**Optic Internet Protocol, Inc.**  
**Profit & Loss**  
 January through August 2009

	Jan - Aug 09
<b>Ordinary Income/Expense</b>	
Income	
Sales	5,507,747.47
Unbilled	-443,385.35
<b>Total Income</b>	<b>5,064,362.12</b>
Cost of Goods Sold	
Bad Debt	744,231.49
Billing and Collections	722,536.82
Refunds	1,132,355.20
Telemarketing - Sales	7,500.00
Usage - Wholesale	1,094,952.25
<b>Total COGS</b>	<b>3,701,575.88</b>
<b>Gross Profit</b>	<b>1,362,806.26</b>
Expense	
Arctic Polar	6,250.00
Bank Service Charges	936.61
Contract Labor	1,030,019.74
Interest Expense	
Interest - ILD	25,525.72
<b>Total Interest Expense</b>	<b>25,525.72</b>
JB	28,000.00
Licenses and Permits	5,420.50
Miscellaneous	18,700.00
Office Supplies	2,514.27
Professional Fees	
Accounting	500.00
Legal Fees	104,082.24
<b>Total Professional Fees</b>	<b>104,582.24</b>
Rent	25,487.12
Repairs	
Building Repairs	280.30
Repairs - Other	330.84
<b>Total Repairs</b>	<b>611.14</b>
Taxes	
Federal	8,325.39
State	30.85
<b>Total Taxes</b>	<b>8,356.24</b>
Telephone	1,255.58
Utilities	
Gas and Electric	1,929.48
Utilities - Other	296.92
<b>Total Utilities</b>	<b>2,225.40</b>
Utilities Tax	635.17
<b>Total Expense</b>	<b>1,280,519.73</b>
<b>Net Ordinary Income</b>	<b>102,286.53</b>
<b>Net Income</b>	<b>102,286.53</b>



3:18 PM  
09/16/09  
Accrual Basis

**Optic Internet Protocol, Inc.**  
**Balance Sheet**  
**As of August 31, 2009**

	<u>Aug 31, 09</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Wachovia - Checking	<u>85,668.85</u>
Total Checking/Savings	<u>85,668.85</u>
Total Current Assets	<u>85,668.85</u>
Other Assets	
Rent Deposit - Royal 400	<u>9,290.37</u>
Total Other Assets	<u>9,290.37</u>
<b>TOTAL ASSETS</b>	<u><b>94,959.22</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to ILO	<u>6,449.29</u>
Total Other Current Liabilities	<u>6,449.29</u>
Total Current Liabilities	<u>6,449.29</u>
Total Liabilities	<u>6,449.29</u>
Equity	
Common Stock	<u>1,000.00</u>
Retained Earnings	<u>-14,776.60</u>
Net Income	<u>102,286.53</u>
Total Equity	<u>88,509.93</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>94,959.22</b></u>

**Optic Internet Protocol, Inc.**

**EXHIBIT D**

Resumé of Key Employees

**ROBERT S. BELTRUM**  
**253 Dunwoody Place**  
**Atlanta, GA 30305**

**Professional Experience**

**2001 – Present**

**Beltrum Enterprises, Inc.**

**President/CEO**

Founded a consultancy dedicated to providing advisory, management and technical assistance to the telecommunications industry of the 21<sup>st</sup> century. Services include evaluating and counseling on executive and mid-level management, business plan development, acquisitions and mergers, company evaluations, local and interexchange network design, major contract negotiations including local interconnection agreements, development of marketing plans and products, installation of billing platforms, establishment of proactive customer service, credit and collection policies, and churn reduction programs.

**1997 -2001**

**Global Telecompetition Consultants**

**Executive Vice President**

Provide assistance to interexchange and international communications carriers in evaluating and counseling on executive and mid-level management, business plan development, acquisitions and mergers, company evaluations, network design, major contract negotiations, marketing plans and development, establishment of proactive customer service, credit and collection policies, churn reduction programs, state certification applications and tariff filings. In addition, serve as expert witness and technical/business advisor to the legal profession serving the telecommunications industry.

**1991 – 1997**

**Network Telecommunications, Inc.**

**Vice President/General Manager 1995 - 1997**

Responsible to the Board of Directors for the profitable operation of the corporation. Developed business and marketing plans, established personnel policies, manpower levels, corporate compliance, reorganized internal reporting to improve corporate efficiency, established and maintained relationships with suppliers and facility vendors and negotiated all contracts for the corporation.

**Director of Marketing 1994 – 1995**

Responsible for establishing and meeting sales projections for three sales offices. Supervised the production of two sales managers and 38 Sales personnel. Expanded training program to educate sales personnel on evolving industry technology and newly developed product lines. Established a customer panel to develop new product offerings in response to customer needs and competition.

**Sales Manager 1991 – 1994**

One of the original salesmen of Network Telecommunications. Top salesman in first two months of employment resulting in promotion to sales manager. Developed a training program to meet the marketing needs of the corporation, instructed the sales force and monitored the effect on production. Developed an in-house telemarketing program to support outside sales staff.

**1988 – 1991**

**MCI**

**Sales Associate**

Responsible for maintaining needs of business clients. Worked directly with Marketing Department in offering new products and services.

**Education**

Georgia State University – major: business

**Community Activities**

President of Homeowners Association, Little League Baseball Assistant coach.

**Gregory Allpow**  
85 Hillcrest Avenue NE  
Atlanta, Georgia 30317  
(404)-610-8454/bugdawg02@yahoo.com

**Experience:**

*One Consulting Group, Inc., Atlanta, GA.*

**Project Manager/Environmental Consultant, April 2006-Present**

- Ensure objectives are accomplished in accordance with outlined priorities.
- Coordinate the successful simultaneous development of concurrent projects.
- Prepare reports for each project operational phase.

*Self-Employed Paint Contractor, Boston, MA./Atlanta, GA.*

**Owner/Project Manager, December 2005-April 2006**

- Delegated responsibilities and designed time schedules.
- Coordinated proposal estimates and managed production goals.

*Donlon Coatings, Inc., Boston, MA.*

**Project Manager, February 2000-December 2005**

- Planned, managed, and executed designated projects.
- Delegated responsibilities and designed time schedules.

*Self-Employed Paint Contractor, Atlanta, GA.*

**Owner/Project Manager, December 1998-January 2000**

- Planned, managed, and executed designated projects.
- Ensured projects completed according to budget.

*Meridian V.A.T. Reclaim, Atlanta, GA.*

**Project Manager/Tax Consultant, April 1992-July 1995**

- Performed tax audits for corporations traveling abroad.
- Designed models to decrease international tax expenditures.

*McDonnell Douglas Electronic Systems Company, Huntington Beach, CA.*

**Project Manager/Systems Operator, November 1987-February 1992**

- Ensured objectives accomplished in accordance with outlined priorities.
- Prepared reports for each project operational phase.
- Managed staffing for ongoing projects.

**Education:**

University of Georgia, Athens, GA.  
B.S., Geology, 1998

**Optic Internet Protocol, Inc.**

**EXHIBIT E**

Proposed Long Distance (*LXC*) Tariff

**Interexchange Tariff**

South Carolina Telecommunications Tariff

Of

**Optic Internet Protocol, Inc.**

900 Arnold Mill Road  
Roswell GA 30075

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the description, regulations, and rates applicable to the furnishing of service of Long Distance Interexchange telecommunications services provided by Optic Internet Protocol, Inc. ("Optic") within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina. Copies may be requested during normal business hours at the Company's principal offices: Optic Internet Protocol, Inc., 900 Arnold Mill Rd., Roswell, Georgia 30075, or a copy may be requested from the South Carolina Public Service Commission.

Optic is a provider of interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of South Carolina as an adjunct to Optic's international service.

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ISSUED: November 16, 2009  
By:

Gregory Allpow  
Optic Internet Protocol, Inc.  
900 Arnold Mill Road  
Roswell, Georgia 30075

EFFECTIVE: \_\_\_\_\_

**Interexchange Tariff****CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

**SHEET****REVISION**

Title

1

2

3

4

5

6

7

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**Interexchange Tariff**

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**Interexchange Tariff**

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in An Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction To A Customer Bill
- T- Change in Text or Regulation but No Change to Rate or Charge

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**Interexchange Tariff****TARIFF FORMAT SHEETS**

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc., the PSC follows in its tariff approval process, the most current sheet number on file with the PSC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets – When a tariff filing is made with the PSC, a copy will be provided to the ORS, and an updated check sheet will accompany the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PSC.

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**Interexchange Tariff**

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**1.0 Definitions**

**Access Line** – An arrangement, which connects the Customer's location to the Company's network switching center.

**Authorization Code** – A numerical code, one or more of which are available to a Customer to enable him/her to access their carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

**Casual Calling** – Access to Company's network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format IOIXXX, where the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Company.

**Company or Carrier** – Optic Internet Protocol, Inc. ("Optic").

**Connecting Carrier** – A telecommunications company, which may be either an interexchange or a local exchange carrier that supplies the Company with facilities to originate or terminate the Company's long distance services.

**Customer** – The person, firm, or corporation or other entity, which orders service and is responsible by law for payment for communication service from the telephone utility.

**Day** – From 8:00 AM up to, but not including, 5:00 PM local time, Monday through Friday.

**Demarcation Point (DEMARC)** – That point at which operational control or ownership of communications facilities changes from one organizational entity to another.

**End User** – The ultimate user of telecommunications service.

**Holidays** – The Company's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

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**Interexchange Tariff****SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (continued)****1.0 Definitions (continued)**

**Individual Case Basis (ICB)** - Situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company. Copies of all Individual Case Basis agreements will be provided, on a confidential basis, to the ORS upon request.

**Local Access** – The linkage used to join two or more communications units, such as systems, networks, links, nodes, equipment, circuits, and devices.

**Night/Weekend** – From 11:00 PM, up to, but not including, 8:00 AM Monday through Friday, and 8:00 AM Saturday, up to, but not including, 8:00 AM Monday.

**Off-hook** – the condition that exists when an operational telephone instrument or other user instrument is in use.

**On-hook** – the condition that exists when an operational telephone, or other user instrument, is not in use.

**ORS** – South Carolina Office of Regulatory Staff

**PSC** – Public Service Commission of South Carolina.

**Reseller** – A Customer who purchases Service from the Company through a Service Agreement and resells service to its End Users or other licensed Carriers. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in South Carolina before it can resell Services to its End Users.

**Telecommunications** – The transmission of voice communications, or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Underlying Carrier** – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**VoIP (Voice over IP)** – A term used in IP telephony for a set of facilities for managing the delivery of voice information using Internet Protocol (IP).

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**Interexchange Tariff**

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (continued)**

**1.1 Abbreviations:**

**CCLC** - Carrier Common Line Charge

**CCS** - hundred call-seconds

**COCOT** - Coin Operated Customer Owned Telephone

**CPE** - Customer Provided Equipment

**DEMARC** - Point of Demarcation

**ICB** - Individual Case Basis

**LATA** - Local Access Transport Area

**LEC** - Local Exchange Company

**MTS** - Message Toll Service

**PBX** - Private Branch Exchange

**POP** - Point of Presence

**RESBORG** - Responsible Organization

**SAL** - Special Access Line

**TDD** -Telecommunications Device for the Deaf

**VoIP** -Voice over Internet Protocol

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**Interexchange Tariff****SECTION 2 – RULES AND REGULATIONS****2.0 Undertaking of the Company**

- 2.0.1 The Company's services and/or facilities are furnished for communications originating at specified points within the State of South Carolina under the terms of this tariff.
- 2.0.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.0.3 The Company's primary business is the furnishing of Intrastate, Interstate, and International long distance services to its Customers or to licensed telecommunications reseller companies, licensed common carriers, and local exchange companies. Also, End Users may access the Company's services by utilizing casual calling. The Company is not a COCOT and has no plans at this time to actually provide coin telephones, nor to offer such services other than the sale of its (the Company's) long distance services to licensed providers within the State of South Carolina.
- 2.0.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.0.5 As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, in any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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**Interexchange Tariff**

**SECTION 2 – RULES AND REGULATIONS (continued)**

**2.1 Use of Facilities and Service**

- 2.1.1 Service may be used for any lawful purpose by the Customer or any End User.
- 2.1.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number process, or code. All right, title and interest to such items remains, solely and at all times, with the Company.
- 2.1.3 Any service provided under the tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use the service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of service.
  - 2.1.3.A Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
  - 2.1.3.B Customers reselling or rebilling services must have a Certificate to provide telecommunications service with the PSC.

**2.2 Limitations**

- 2.2.1 The included tariff language does not constitute a determination by the PSC that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the PSC recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.2.2 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provision of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff whereas the terms shall not violate South Carolina law, statute, rule order or regulation.

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**Interexchange Tariff****SECTION 2 – RULES AND REGULATIONS (continued)****2.2 Limitations (continued)**

- 2.2.3 The Company reserves the right to discontinue furnishing service, or limit the use of service, upon written notice (in instances where the Customer's address is known), when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this tariff. The Company may discontinue furnishing service for any reason that may conform to South Carolina Regulation 103-625.
- 2.2.4 The Company shall be indemnified and held harmless by the Customer against:
- 2.2.4.A Claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted over the Company's facilities.
- 2.2.4.B All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied. The Company may refuse service for any reason that may conform to South Carolina Regulation 103-625.

**2.3 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels, and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premise, or the Customer's premise, including loss or damage caused by agents, employees, or independent contractors of the Customer through any negligence.

**2.4 Minimum Period of Service**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is disconnected prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**Interexchange Tariff****SECTION 2 – RULES AND REGULATIONS (continued)****2.5 Payment for Service Rendered**

- 2.5.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. A maximum of one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment will be made in lieu of any other penalty.
- 2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users, or Customers. All charges due by the Customer are payable to the Company or the Company's authorized billing agent. Any objection to billed charges must be reported promptly to the Company. All undisputed charges must be paid as per terms on the bill.
- 2.5.3 Application of Late Payment Charge
- 2.5.3.A Late payment charges do not apply to final accounts.
- 2.5.3.B Late payment charges do not apply to governmental agencies of the State of South Carolina. These agencies are required to make payment in accordance with South Carolina Law governing financial responsibility of the State, its agencies, commissions, departments, etc.
- 2.5.4 If it is found that the Company has directly or indirectly, by any devise whatsoever, demanded, charged, collected or received from any Customer a greater or lesser compensation for any service rendered or to be rendered by the Company than that prescribed in this tariff, or if it is found that any Customer has received or accepted any service from the Company for a compensation greater or lesser than prescribed in the tariff; or if, for any reason, billing error has resulted in a greater or lesser charge than that incurred by the Customer for the actual service rendered, then the method of adjustment for such overcharge or undercharge shall be as provided by South Carolina Regulation 103-623.

**2.6 Deposits**

The Company may examine the credit record of all Customers and may require a deposit. The amount of the deposit for an existing Customer or a new applicant will conform to South Carolina Regulation 103.621. The Company will also keep records of such deposits and pay interest on deposits as prescribed in South Carolina Regulation 103-621.

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**Interexchange Tariff****SECTION 2 – RULES AND REGULATIONS (continued)****2.7 Applicable Taxes and Surcharges**

- 2.7.1 In addition to the charges specifically pertaining to the Company's services, the Customer is responsible for payment of sales, use and excise taxes, surcharges, fees and duties, where applicable and imposed by any federal, state or local jurisdiction. In addition, the Customer is responsible for payment of all surcharges, fees and access charges set by the Company, which are not taxes and not required by law. These charges are subject to change at the Company's discretion. Such charges include, but are not limited to, the Universal Service Fund Surcharge and the Payphone Surcharge. Certain surcharges are subject to change from time to time as ordered by regulatory authorities. All such charges and taxes shall be listed as a separate line item on the billing statement.
- 2.7.2 The Company's services are subject to all applicable taxes and surcharges imposed on the provision of telecommunications services.
- 2.7.3 The Customer will be responsible for payment of any and all charges imposed on the Company by any entity other than the Company in connection with the Company's provision of telecommunications services.
- 2.7.4 Customers will only be charged once for a single nonrecurring charge.

**2.8 Inspection, Testing, and Adjustment**

- 2.8.1 The Company may upon reasonable request and/or notice make such test and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation, and maintenance of the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from, or reasonable suspicion of the departure from, any of these terms and conditions. Records will be kept of interruptions of service and testing, including the date, time, duration, cause and steps taken to rectify the interruption or reason for testing. These records will be available to the ORS upon request.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer, the Customer's Customers or the Customer's End Users, at any reasonable hour for the purpose of inspecting, repairing, testing, or removing any part of the Company's equipment or facility(ies).
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such test and adjustments as may be necessary to maintain the Company's scheduled maintenance program to ensure Company equipment and/or furnished facilities are kept up in a condition satisfactory to the Company. No interruption allowance will be made for the time during which test and adjustments are made, unless such interruptions exceed twenty-four hours in length and are requested by the Customer.

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**Interexchange Tariff****SECTION 2 – RULES AND REGULATIONS (continued)****2.9 Interruption of Service**

- 2.9.1 It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or equipment furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work. Records will be kept of interruptions of service, including the date, time, duration, cause and steps taken to correct the interruption. These records will be available to the ORS upon request.
- 2.9.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.9.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" - outage time in hours

"B" - 720 hours in month

"C" - total monthly charge for affected facility

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**Interexchange Tariff****SECTION 2 - RULES AND REGULATIONS (continued)****2.10 Suspension or Termination of Service**

- 2.10.1 After providing written notice to the Customer (in instances where the Customer's address is known), with ten working days to respond to said notice (excluding weekends and holidays), the Company may suspend or terminate service and/or cancel an application for service, and sever the connection(s) from the Customer's premises without incurring any liability for any of the following reasons:
- 2.10.1.A Non-payment of any sum, which is not in written dispute, due to the Company for any bill rendered more than thirty days beyond the date of rendition of the bill for such service.
  - 2.10.1.B A violation of any regulation governing the service under this tariff.
  - 2.10.1.C A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
  - 2.10.1.D In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company.
  - 2.10.1.E The Company has given the Customer notice and has allowed five (5) days to comply with any rule, remedy, or deficiency.
  - 2.10.1.F The Company may also suspend, terminate, or refuse service for any reason that conforms to South Carolina Regulation 103-625.
  - 2.10.1.G Service will be terminated only on Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.
- 2.10.2 The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when in the judgment of the Company there is a probability of injury or damage to Company or telephone personnel, plant, property, or service which is occurring, or is likely to occur.
- 2.10.3 Abandonment or Unauthorized Use of Facilities
- If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

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**Interexchange Tariff**

**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.10 Suspension or Termination of Service (continued)**

**2.10.4 Emergency Termination Service**

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

**2.10.5 Government, Court, or PSC Order**

The Company will immediately terminate the service of any Customer by order of any governmental agency either federal or state having the authority, at the order of a court, or upon being ordered by the PSC.

**2.10.6 Termination by Customer**

When a Customer desires to have service terminated, he must notify the Company. Such notification may be oral or in writing. The Company shall be allowed a reasonable period of time after the receipt of such notice to send a final bill.

**2.10.7 Cancellation Credit**

When the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

**2.10.8 Disputes**

Customers may direct all complaints, inquiries, and disputes to the Customer Service Center, which can be accessed via a toll free number. Complaint resolution is generally taken care of within a 24 hour period. Customers are contacted directly during this process.

The Company is obligated to notify the Customer that any unresolved disputes may be directed to:

Office of Regulatory Staff  
Consumer Services Division  
1441 Main Street, Suite 300  
Columbia, SC 29201  
(803) 737-5230

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**Interexchange Tariff****SECTION 3 – DESCRIPTION OF SERVICE****3.0 Timing of Calls**

The Customer's charges for Carrier service are based upon the total number of minutes the Customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party disconnects.

There are no charges incurred if a call is not completed.

**3.1 Start of Billing Charges**

For billing purposes, the start of service is the day following acceptance by the Customer of Company's service or equipment. The end of service date is the last day for which service was provided by the Company or the last day of any required notification period, whichever is later.

**3.2 Interconnection**

3.2.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications resellers or common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking as described in Section 2.1 of this tariff. Any special interface equipment of the Company and other participating underlying carriers or common carriers shall be provided at the Customer's expense.

3.2.2 Interconnection with the facilities or services of underlying carriers shall be under the applicable terms and conditions of the underlying carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his End User by providing terminal equipment or communications systems for establishing interconnection with the Company. The Customer shall secure all right-of- ways, and other arrangements necessary for interconnection.

**3.3 Terminal Equipment**

The Company's service may be used with or terminated in CPE terminal equipment or communication systems, such as PBX's, Key Systems, teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing Customer, except as otherwise agreed in advance and in writing. The Customer is responsible for all cost at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such CPE terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunication industry.

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**Interexchange Tariff****SECTION 3 – DESCRIPTION OF SERVICE (continued)****3.4 Minimum Call Completion Rate**

The Customer can expect a call completion rate of 99% for Intrastate and Interstate domestic U.S. calls attempted during peak use periods.

**3.5 Network Management**

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network), including that associated with a Customer's service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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**Interexchange Tariff****SECTION 3 – DESCRIPTION OF SERVICE (continued)****3.6 Usage Charges and Billing Increments****3.6.1 Usage Charges**

Unless flat rated, usage-charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the Customer's location.

**3.6.2 Billing Increments**

3.6.2.A Calls within the are billed in an initial one (1) minute increment and in one (1) minute increments thereafter.

3.6.2.B Partial usage will be rounded up to the next highest increment.

**3.6.3 Rounding**

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole cent.

**3.6.4 Volume Based Plan Enrollment**

Placement into various plans is dependent upon prior actual monthly usage or estimated monthly usage. Upon request, Customer may change from initial plan to a higher usage, lower rate plan.

**3.7 One Plus Service**

3.7.1 One Plus Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically presubscribed to the Company. Calls are completed by dialing 1+ the destination telephone number. Unless otherwise stated, calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. Intrastate Service is adjunct Service offered to the Company's interstate and international Customers.

**3.8 Calling Card Service**

3.8.1 Calling Card Service is available to Customers subscribing to any one of the Company's One Plus Services. Calling Card Service is designed for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and PIN. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds.

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**Interexchange Tariff****SECTION 4 – RATES****4.0 One Plus Service**

- 4.0.1 Standard Long Distance: The Standard Long Distance plan allows the Customer to make long distance calls charged as follows:

Intrastate Rate Per Minute:	\$0.12
Recurring Monthly Service Fee:	\$8.95
One Time Account Set-Up Fee:	\$4.95

- 4.0.2 Discount Long Distance: The Discount Long Distance plan allows the Customer to make long distance calls charged as follows:

Intrastate Rate Per Minute:	\$0.10
Recurring Monthly Service Fee:	\$4.95
One Time Account Set-Up Fee:	\$4.95

- 4.0.3 Unlimited Long Distance: The Unlimited Long Distance plan allows the Customer to make unlimited long distance calls charged as follows

Recurring Monthly Service Fee:	\$29.95
One Time Account Set-Up Fee:	\$4.95

**4.1 Calling Card Service**

Intrastate Rate Per Minute:	\$0.12
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**4.2 Directory Assistance Service**

Charge per Call:	\$0.95
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**4.3 Miscellaneous Charges****4.3.1 Special Promotions**

The Company will, from time to time, offer special promotions to its Customers waiving certain charges. These promotions will have specific starting and ending dates. These promotions will be filed with the Public Service Commission and copies will be sent to the ORS.

**4.3.1 Demonstrations of Service**

From time to time the Company may demonstrate Service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided will be at the Company's discretion.

**4.3.2 Directory Assistance**

The Company provides Directory Assistance as an ancillary service exclusively to its Customers.

The following maximum charge is assessed on a per-completed call basis: \$0.95

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ISSUED: November 16, 2009

By:

Gregory Allpow  
Optic Internet Protocol, Inc.  
900 Arnold Mill Road  
Roswell, Georgia 30075

EFFECTIVE: \_\_\_\_\_

**Interexchange Tariff****SECTION 4 – RATES (continued)****4.3 Miscellaneous Charges****4.3.3 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, which is in addition to standard tariffed usage charges and any applicable Service charges and surcharges associated with Service, applies for the use of the instrument used to access Company provided Service and is unrelated to the Service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for Service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.55

**4.3.4 Late Payment Charges**

A maximum of one and a half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment will be made in lieu of any other penalty.

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ISSUED: November 16, 2009

By:

Gregory Allpow  
Optic Internet Protocol, Inc.  
900 Arnold Mill Road  
Roswell, Georgia 30075

EFFECTIVE: \_\_\_\_\_

## NOTICE OF FILING AND HEARING

Optic Internet Protocol, Inc. ("Optic" or "Applicant") filed an Application with the Public Service Commission of South Carolina for a Certificate of Public Convenience and Necessity to provide resold intrastate interexchange telecommunications services and for alternative regulation of its interexchange service offerings. The Applicant proposes to offer 24-hour 1+ and Calling Card intrastate interexchange services on a statewide basis to its customers.

A copy of the Application is on file in the offices of the Commission, 101 Executive Center Drive, Columbia, South Carolina 29210, on the Commission's website at [www.psc.sc.gov](http://www.psc.sc.gov), and is available from John J. Pringle, Jr., Esquire, Ellis, Lawhorne & Sims, P.A., Post Office Box 2285, Columbia, South Carolina 29202.

**PLEASE TAKE NOTICE** that a hearing on the above matter has been scheduled to begin at \_\_\_\_\_, before Hearing Examiner David Butler, Esquire in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before \_\_\_\_\_, 2009, and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2009-\_\_\_\_-C.*

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department, in writing, at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Jr., Esquire, at the above address, on or before \_\_\_\_\_, 2009, and indicate the amount of time required for his presentation. *Please refer to 2009-\_\_\_\_-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department, in writing, at the address below on or before \_\_\_\_\_, 2009. *Please refer to Docket No. 2009-\_\_\_\_-C.*

**PLEASE TAKE NOTICE:** Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina  
Attn: Docketing Department  
Post Office Drawer 11649  
Columbia, South Carolina 29211

November \_\_\_\_ 09